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	FL-10U
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Lisa Herrick	FOR COURT USE ONLY FILED
San Jose, CA 95125	
TELEPHONE NO.: 408-	2014 NOV 20 AM 11: 37
E-MAIL ADDRESS (Optional):	(v.
ATTORNEY FOR (Name):	Darkis H. Yamasayi. Cargoli the Synyxica Court
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara	By: County or Senta Office Challe his
STREET ADDRESS: 170 Park Center Plaza	- Repay Sak
MAILING ADDRESS: CITY AND ZIP CODE: San Jose, CA 95113	
BRANCH NAME: Family Courthouse	
MARRIAGE OR PARTNERSHIP OF	9100
PETITIONER: William James Rice	UCS
RESPONDENT: Lisa Herrick	
JUDGMENT	CASE NUMBER:
DISSOLUTION LEGAL SEPARATION NULLITY	114 FL 167485
Status only	11411107403
Reserving jurisdiction over termination of marital or domestic	
partnership status	
Date marital or domestic partnership status ends: September 12, 2014	
1. This judgment contains personal conduct restraining orders modified modified modified moders are contained on page(s) of the attachment. They ex	pire on (date):
2. This proceeding was heard as follows:	ry judge ame):
 3. The court acquired jurisdiction of the respondent on (date): March 11, 2014 a. The respondent was served with process. b. The respondent appeared. 	
THE COURT ORDERS, GOOD CAUSE APPEARING 4. a. Judgment of dissolution is entered. Marital or domestic partnership status is te	rminated and the parties are restored to the
status of single persons (1) on (specify date): September 12, 2014 (2) on a date to be determined on noticed motion of either party or on	stipulation.
 b. Judgment of legal separation is entered. c. Judgment of nullity is entered. The parties are declared to be single persons of 	n the ground of (specify):
d. This judgment will be entered nunc pro tunc as of (date): September 12, 26)14 Op
e. Judgment on reserved issues.	
f. The petitioner's respondent's former name is restored to (specify) g Jurisdiction is reserved over all other issues, and all present orders remain in h This judgment contains provisions for child support or family support. Each pa	effect except as provided below.
Child Support Case Registry Form (form FL-191) within 10 days of the date of court of any change in the information submitted within 10 days of the change of Rights and Responsibilities—Health-Care Costs and Reimbursement Proce	this judgment. The parents must notify the , by filing an updated form. The Notice
Child Support Order (form FL-192) is attached.	Page 1 of 2

Form Adopted for Mandatory Use Judicial Council of California FL-180 [Rev. July 1, 2012] JUDGMENT (Family Law) Family Code, §§ 2024, 2340, 2343, 2346 www.courls.ca.gov

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FL	-341	(C

No.				FL-341(C
PETITIONER: William James Rice		CASE N	NUMBER:	7495
RESPONDENT: Lisa Herrick			114 FL 167	7483
CHILDI	REN'S HOLIDAY SCHEDULE A	TTACHMENT		
TO Petition or Applic	ation for Order Findings	and Order After i	Hearing or Judgm	nent
	rder for Custody and/or Visitation		rouning or oungi.	
•	•		Joan" to appoin	ach percet's
 Holiday parenting. The following table sl years—odd, even, or both ("every year")— 	-and under "Time" specify the startin	g and ending days	and times.	ach parents
	Time (from when to when)	Every Year	Even Years	Odd Years
	(Unless otherwise noted, all single- day holidays start at 8 a.m.	Petitioner/	Petitioner/	Petitioner/
Holiday	and end at 6 p.m.)	Respondent	Respondent	Respondent
January 1 (New Year's Day)	, and the transfer of the tran	Petitioner	1111	
Martin Luther King's Birthday (weekend)		per weekend	-	
Lincoln's Birthday		per day of wk	-	
President's Day (weekend)		per weekend		
Spring Break, first half		Petitioner		N _e -d
Spring Break, second half		Respondent		
Mother's Day		Respondent		
Memorial Day (weekend)		per weekend		
Father's Day		Petitioner		
July 4th		Petitioner		
Labor Day (weekend)		per weekend		
Columbus Day (weekend)		per day of wk		
Halloween		Respondent		
Veteran's Day (weekend)		per day of wk		
Thanksgiving Day		Respondent		
Thanksgiving weekend		Petitioner		
Winter Break, first half		Petitioner	A 9	
Winter Break, second half		Respondent		
New Year's Eve		Respondent		
Child's birthday		Respondent		
Mother's birthday		Petitioner		
Father's birthday		Respondent		
Breaks for year-round schools		N/A		
Summer Break, first half		Respondent		
Summer Break, second half		Respondent		
Other (specify):				
First half of President's Week		Petitioner ,		
Second half of President's Week		Respondent	A 535-35	
4th of July Week	9	Petitioner		
	× *			
Any three-day weekend not specifi	ed above will be spent with the pare	nt who would norm	nally have that wee	ekend.
Other (specify):				
•				
	respondent may take a vacation o			days
	ving number of times per year (speci		nust notify the othe	
of their vacation plans a minimum of (spec			ther parent with a b	
that includes dates of leaving and returning				purposes.
The other parent has (specify numb		s a problem with th	ie schedule.	
a This vacation may be outside C				
•	alifornia the United States	requires prior w	ritten consent of the	ne other parent of
a court order.				
c. Uther (specify):				Page 1 of

Form Approved for Optional Use Judicial Council of California FL-341(C) (Rev. January 1, 2005)

CHILDREN'S HOLIDAY SCHEDULE ATTACHMENT

Page 1 of 1
Family Code, §§ 3003, 3083
www.courtinfo.ca.gov



		FL-342(A)			
PETITIONER/PLAIN	riff: William James Rice	CASE NUMBER:			
RESPONDENT/DEFENDA	ANT. Lisa Herrick	114 FL 167485			
KESI GNOENIDEI ENDI		ACUMENT			
At	NON-GUIDELINE CHILD SUPPORT FINDINGS ATT. tachment to Child Support Information and Order Atta				
		er (specify):			
The court makes the follow	wing findings required by Family Code sections 4056, 4057, and 40)65:			
The amount of The parties hav Neither party is will be adequat	ort agreed to by the parties is below or above support that would have been ordered under the guideline formula re been fully informed of their rights concerning child support. Neith receiving public assistance and no application for public assistancely met by this agreed-upon amount of child support. If the order is will be required to modify this order. If the order is above the guidely	ner party is acting out of duress or coercion. se is pending. The needs of the children below the guideline, no change of			
OTHER REBUTTAL FAC	TORS				
2. Support calcu					
· ·	ine amount of child support calculated is: \$ payable by petitioner/plaintiff respondent/defendent	dant			
	inds by a preponderance of the evidence that rebuttal factors exist. ease decrease in child support. The revised amount				
of the form	c. The court finds the child support amount revised by these factors to be in the best interest of the child and that application of the formula would be unjust or inappropriate in this case. These changes remain in effect until (date): until further order				
d. The factor	The sale of the family residence is deferred under Family Code so family residence in which the children reside exceeds the mortgage property taxes by: \$ per month. (Fam. Code,	ge payments, homeowners insurance, and			
(2)	The parent paying support has extraordinarily high income, and the would exceed the needs of the child. (Fam. Code, § 4057(b)(3).)	ne amount determined under the guideline			
(3)	The petitioner/plaintiff respondent/defendant children at a level commensurate with that party's custodial time.	is not contributing to the needs of the (Fam. Code, § 4057(b)(4).)			
(4)	Special circumstances exist in this case. The special circumstance (i) The parents have different timesharing arrangements (Fam. Code, § 4057(b)(5) (A).) The parents have substantially equal custody of the chigher percentage of income used for housing than the (Fam. Code, § 4057(b)(5)(B).) The child has special medical or other needs that requirements These needs are (Fam. Code, § 4057(b)(5)(C)) (special)	for different children. nildren and one parent has a much lower or e other parent. uire support greater than the formula amount.			
	(iv) Other (Fam. Code, § 4057(b)(5)) (specify):				

ATTACHMENT 4P TO THE JUDGMENT

This Judgment is agreed upon and stipulated to by Petitioner William James Rice, and Respondent, Lisa Herrick. This Judgment is entered based upon the following facts, to which the Court finds the Parties have stipulated and agreed:

A. The Parties have stipulated, agreed to, and executed a Marital Settlement Agreement, consisting of 20 pages including child custody and Dissomaster attachments, with an effective date of November <u>\$\(\varepsilon\)</u>, 2014, which has been submitted to the Court with this Judgment. Their Marital Settlement Agreement sets forth all of the terms upon which they have agreed to resolve all issues in the dissolution of their marriage. The Parties request that the Court ratify, confirm, and approve their Marital Settlement Agreement even though it is not to be filed at this time.

B. It is the Parties express intention that all of the terms of their Marital Settlement Agreement shall be effective on November $\underline{\zeta}$, 2014.

THE COURT ORDERS, ADJUDICATES AND DECREES AS FOLLOWS:

- 1. MARITAL SETTLEMENT AGREEMENT TO BE CONFIDENTIAL. The Marital Settlement Agreement shall be a private document and shall not be filed with the court. The court:
 - (i) approves the entire Marital Settlement Agreement as fair and reasonable;
 - (ii) orders each Party to comply with all of its executory provisions;
- (iii) merges the provisions of the Marital Settlement Agreement into the court's judgment by reference; and '
 - (iv) shall return the original Marital Settlement Agreement to the Parties.

In any subsequent proceeding in which any provision of this Agreement becomes relevant, either Party may submit to the court an original or copy of this Agreement, which shall have the same authority as if the original Agreement were attached to the judgment and filed with the court. Neither Party shall be prejudiced in any manner by the fact that this Agreement was not attached to any judgment filed with the court. The Judgment shall be interpreted as though an executed copy of the Marital Settlement Agreement had been attached to the original Judgment. The fact that the Marital Settlement Agreement is not attached to the Judgment shall not preclude either Party from enforcing the same by law or by any contempt action. In signing the Marital Settlement Agreement, the Court finds that both Parties waive any right either might have to claim a technical defect in obtaining a Judgment or in enforcing the terms or conditions of said Judgment or this Marital Settlement Agreement by the fact that the Marital Settlement Agreement is not attached to the original Judgment or made a part of the court record at the time the Judgment is obtained.

Notwithstanding the merger of the Marital Settlement Agreement into the Judgment, the Court finds that the Parties expressly agree that the warranty and indemnity provisions and all executory provisions of the Marital Settlement Agreement shall survive the merger and entry of Judgment, and shall be enforceable in contract, tort, or as otherwise provided by law. The Marital Settlement Agreement is not conditioned upon the merger with or filing of the Judgment.

- 2. CHILD CUSTODY. Provisions for child custody are set forth in Section 4 and elsewhere in the Parties' Marital Settlement Agreement, and all such provisions are hereby incorporated as a part of this Judgment.
- 3. CHILD SUPPORT. Provisions for child support are set forth in Section 5 and elsewhere in the Parties' Marital Settlement Agreement, and all such provisions are hereby incorporated as a part of this Judgment.
- 4. SPOUSAL SUPPORT. Provisions for spousal support are set forth in Section 6 and elsewhere in the Parties' Marital Settlement Agreement, and all such provisions are hereby incorporated as a part of this Judgment.
- 5. DIVISION OF PROPERTY AND DEBT. Provisions for the division of the Parties' community property and debt and confirmation of the Parties' separate property and debt are set forth in Sections 7 and 8 and elsewhere in the Parties' Marital Settlement Agreement, and all such provisions are hereby incorporated as a part of this Judgment.
- 6. ATTORNEY REPRESENTATION. The court finds that the Parties have been informed of their right to obtain independent legal counsel. The court finds that neither of the Parties has consulted with or obtained independent counsel in this matter. Notwithstanding the foregoing, the court finds that the Parties have acknowledged that each of them has read this Agreement in its entirety, understands all of the terms and provisions contained in it, has had sufficient time to review and think about it before signing, has carefully considered its legal effect and consequences, and voluntarily and willingly signs this Agreement free of any duress, coercion or influence from each other or any other person.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Lisa Herrick	FOR COURT USE ONLY
San Jose, CA 95125	FILED
TELEPHONE NO.: 408- E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	2014 NOV 20 AM 11: 37
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 170 Park Center Plaza MAILING ADDRESS:	David H. Yamusaki, Clask of /e Buperkor Court Courtly of Se / C /e, Cyllifornia By:
CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: Family Courthouse	ucs
PETITIONER: William James Rice	
RESPONDENT: Lisa Herrick	
NOTICE OF ENTRY OF JUDGMENT	CASE NUMBER: 114 FL 167485
You are notified that the following judgment was entered on (date): 1. Dissolution 2. Dissolution—status only 3. Dissolution—reserving jurisdiction over termination of marital status or domestic parts. 4. Legal separation 5. Nullity 6. Parent-child relationship 7. Judgment on reserved issues 8. Other (specify):	rtnership
Date: NOV 2 0 2014 DAVID H. YAMASAKI Chief Executive Officer —NOTICE TO ATTORNEY OF RECORD OR PARTY WITHOUT	Deputy DURAN Peputy
Under the provisions of Code of Civil Procedure section 1952, if no appeal is filed the court motherwise disposed of after 60 days from the expiration of the appeal time.	nay order the exhibits destroyed or
STATEMENT IN THIS BOX APPLIES ONLY TO JUDGMENT OF Effective date of termination of marital or domestic partnership status (specify): Septemb WARNING: Neither party may remarry or enter into a new domestic partnership until of marital or domestic partnership status, as shown in this box.	er 12, 2014
CLERK'S CERTIFICATE OF MAILING	
l certify that I am not a party to this cause and that a true copy of the Notice of Entry of Judg fully prepaid, in a sealed envelope addressed as shown below, and that the notice was mailed at (place): DAVID H. YAMASAKI Chief Executive Officer DAVID H. YAMASAKI Chief Executive Officer William James Rice San Jose, CA 95120 San Jose, CA 95120 San Jose, CA 951	Deputy A Part of Perspondent's attorney
	 Page 1 of 1

Judge' shall relate to Judge Cox.

Supervised Settlement Conference.

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2. **PARTIES AND ATTORNEYS:** The parties and attorneys to this cause are:

Petitioner, self represented:

William James Rice

Respondent, self represented:

Lisa Herrick

3. ADDRESS OF TEMPORARY JUDGE: For information about the date, time,

location and general nature of all proceedings, contact JAMES FREDERIC COX:

PO Box 66283, Scotts Valley, CA 95067

Phone: (408) 666.1865 Fax: (831) 600.8254

Email: privatejudge@yahoo.com Website: www.privatejudge.org

4. SCOPE OF APPOINTMENT: TEMPORARY JUDGE FOR JUDICIALLY SUPERVISED SETTLEMENT CONFERENCE FOR APPROVING SETTLEMENT BY ENTRY OF JUDGMENT ONLY: The parties agree that this is a limited purpose judicial assignment. The exclusive purpose, absent further written stipulation of the parties, is for the Temporary Judge to conduct settlement negotiations, review prior understandings and agreements, and exercise judicial authority in implementation of the parties' compromises and settlement by entry of judgment thereon about any and all issues submitted for the Judicially

- 5. SCOPE AND AUTHORITY OF TEMPORARY JUDGE: In addition to all normal powers as a judicial officer, Temporary Judge Cox shall specifically be authorized case management authority and the power to discuss with each counsel or party independently concerning procedural and calendaring matters.
- 7. <u>COMPENSATION AND COSTS:</u> The parties shall jointly retain the Temporary Judge related to the duties specified above, irrespective of the source of funds for payment. The Parties shall initially advance a deposit to the Temporary Judge in the amount of \$135.00 per party (or \$185.00 per party for processing a confidential judgment). The Temporary Judge will bill for his time and services at the flat rate of \$250.00 plus costs of \$20.00. Should the parties desire that the terms of the judgment remain confidential and that they are not filed as part of or attached to the final judgment, there will be an additional charge of \$100.00 total for reviewing the terms

Page 2 of 5

IRMO Rice and Herrick

1-14-FL-167485

and removing them from the filed judgment. Should unique, unusual, or rush processing difficulties arise, upon notice, further charges may be incurred at Judge Cox's normal hourly rate of \$595.00.

Both parties are informed that signing and filing this stipulation for appointment, as well as the "Appearance, Stipulation and Waiver" constitutes a general appearance, and thus will require that both parties pay their initial appearance filing fee (currently \$435.00 per person) if it has not already been paid or waived.

It is understood and agreed that all billed amounts shall first be paid with retained funds. In the event that the services of the Temporary Judge are terminated while unused deposited amounts remain, the Temporary Judge will, upon invoicing, apply the deposited funds to any unpaid services and cost reimbursements, and will then refund any remaining deposit.

Judge Cox shall be compensated pursuant to this stipulated appointment and this appointment shall not create a contractual obligation between the parties and the Temporary Judge. Any disputes regarding the payment of the Temporary Judge's fee shall be resolved by the Supervising Judge of the Family Law Division of the Superior Court, or, if such a position does not exist, then any such disputes shall be resolved by the Presiding Judge of the Superior Court in the county in which the action has been filed.

- 8. OFFERS OF NEW EMPLOYMENT OR PROFESSIONAL RELATIONSHIP: Pursuant to the Ethics Standards for Neutral Arbitrators, Standard 10(d) of Division VI Appendix-California Rules of Court, the Temporary Judge discloses that the lawyers representing the parties herein may offer the Temporary Judge employment in other matters, either as a Temporary Judge, Settlement Judge, Arbitrator, Mediator, or Special Master, and the Temporary Judge may entertain such employment offers. The parties herein waive notice of such offer(s.) If the Temporary Judge accepts such offer(s), the parties waive notice thereto and also waive the requirement to consent to such new employment.
- 15. **FACSIMILE SIGNATURES:** Facsimile and electronic signatures shall be treated as originals on this document. The parties and counsel may also sign this Order in counterparts.

SO STIPULATED AND APPROVED:

DATE: 11/5/14

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Petitioner, William James Rice

NOTARY

DATE: 11/5/14

Sign He ch

NOTARY

Respondent, Lisa Herrick

CONSENT AND OATH OF OFFICE

I, the undersigned, a Member of the State Bar of California, hereby consent to act as Temporary Judge in this matter, in accordance with the Stipulation of the parties and the provisions of Article VI and Section 2I of the California Constitution and Rule 2.833 to 2.834 of the California Rules of Court.

I, JAMES FREDERIC COX, do solemnly swear that I will support and defend the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

I have received and read Canon 6 of the California Code of Judicial Ethics and Rules 2.833 to 2.834 of the California Rules of Court and I am aware of, and will comply with the requirements as set forth in Canon 6 and Rules 2.833 to 2.834 of the California Rules of Court.

Date: 11/13/14

JAMES FREDERIC COX

ORDER APPROVING STIPULATION AND ORDER OF APPOINTMENT OF TEMPORARY JUDGE

IRMO Rice and Herrick

Page 4 of 5

1-14-FL-167485

Stipulation and Order re: Appointment of Judge; Oath of Office

JAMES FREDERIC COX, Member of the State Bar of California, having taken the Oath of Office prescribed by law, is hereby appointed as Temporary Judge of the Superior Court of the State of California, in and for the County of Santa Clara, to hear and decide the issues identified in the foregoing Stipulation pursuant to Article VI, Section 21 of the California Constitution and Rule 2.833 to 2.834 of the California Rules of Court, until final determination of the case in this Court. Said Temporary Judge is hereby granted all powers as defined herein.

- 1. The stipulation of the parties is made the Order of Court in this proceeding. The parties are ordered to comply with the terms and conditions contained herein.
- 2. The Court file and exhibits in this matter shall continue to repose in the office of the clerk of this Court. All pleadings concerning the matters to be submitted to the Temporary Judge shall be filed with the clerk of the Court and copies delivered to the Temporary Judge.

Date: ///17/14

Swan R. Bernaden

Susan R. Bernardini

JUDGE OF THE SUPERIOR COURT

County of Santa Clara) CERTIFIC	LIFORNIA ALL-PURPOSE CATE OF ACKNOWLEDGMENT
on November of ,2014 before me, Blance C. personally appeared William James Rice Herrick	and lisa
who proved to me on the basis of satisfactory evidence to be the per the within instrument and acknowledged to me that he/she/tl authorized capacity(ies), and that by his/her/their signature(s) on the upon behalf of which the person(s) acted, executed the instrument.	hey executed the same in his/her/their
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.	BLANCA C. PEREZ COMM. #1970695 Notary Public - California Santa Clara County My Comm. Expires Feb. 26, 2016
Signature Correction OPTIONAL INFORMATION	(Seal)
Although the information in this section is not required by law, it could preve acknowledgment to an unauthorized document and may prove useful to per Description of Attached Document	
The preceding Certificate of Acknowledgment is attached to a document titled/ or the purpose of	Method of Signer Identification Proved to me on the basis of satisfactory evidence: └───────────────────────────────────
containing pages, and dated The signer(s) capacity or authority is/are as: Individual(s)	Page # Entry # Notary contact: Other Additional Signer(s)
Guardian/Conservator Partner - / Imited/General Trustge(s) Other: representing: Name(s) of Person(s) or Entity(ies) Signer is Representing	

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Superior Court Of California Minute Order - FAMILY CASE STATUS/RESOLUTION CONFERENCE HONORABLE MARY J. GREENWOOD

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Cale	endar For: 11/03/14	Page:
Repo	rter: M. Gutierrez Clerk: Stacie Marshall Bailiff: Estrada/	McIninc
Dept	: Dept 71	
24	4. 09:01AM Case: 1-14-FL-167485 William J. Rice and Lisa Herrick Type: Dissolution Of Marriage/With Minor Date Filed: 03/07/ SubType:	14
	Event: FL Status Conference Result Code: Text: per petition lc; response filed-jp; c/f 6/23/14 per req and order to change-lci	c .
10	PTR-0001 William James Rice RSP-0001 Lisa Herrick MNR-0001 09/29/05	
	LANGUAGE INTERPRETER FOR	
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	marked for dismissal	